

**Audio Visual (AV) Design, Installation and Implementation Services for 5th Judicial  
Circuit Courtrooms  
CONTRACT NO. 25-RFP01060/CT**

This Contract made and entered into this 07 day of January, 2026, by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 15470 Flight Path Drive, Brooksville, FL 34604 hereinafter referred to as the "COUNTY" and Clark Productions, Inc. located at 1095 Windward Ridge Parkway Suite 200 Alpharetta, GA 30005, hereinafter referred to as the "PROFESSIONAL".

**PREMISES**

WHEREAS, the COUNTY desires to retain the PROFESSIONAL to design, build and install audio visual system(s) upgrades for Hernando County's Fifth Judicial Circuit Court on a per project basis under individual Task Orders;

WHEREAS, the COUNTY desires to employ the PROFESSIONAL for the performance of said services upon the terms and conditions hereinafter set forth, and the PROFESSIONAL is desirous of performing such services upon such terms and conditions; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

**SECTION 1 - DEFINITIONS**

**1.1 DEFINITIONS**

"PROFESSIONAL" shall be defined herein to include all principals of the firm of Clark Productions, Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the PROFESSIONAL to perform its obligations hereunder. Sub-consultants must be reviewed and approved by the County, , prior to Notice to Proceed with their prospective work assignments.

"Task Order" shall be defined as a project assignment issued by a document approved and authorized by the County that sets forth the scope of services (described in Exhibit A and attached hereto) to be performed by the PROFESSIONAL at a fixed contract price in accordance with this contract.

**SECTION 2 – GENERAL RESPONSIBILITIES OF THE PROFESSIONAL**

**2.1 ASSIGNMENT**

This contract is for **Audio Visual (AV) Design, Installation and Implementation Services for 5th Judicial Circuit Courtrooms** for projects located in Hernando County. It is understood that the professional service projects awarded under this contract will be assigned by the issuance of a Task Order, provided that; (1) there is no conflict of interest relating to the project assignment either by the Account Manager or any principal of the PROFESSIONAL; (2) the PROFESSIONAL'S schedule and/or workload permits completion of the project in the time frame acceptable to the COUNTY and (3) the PROFESSIONAL'S cost proposal for completing the Task Order is within the budget available for the work. Should any of these exceptions occur, the County may seek other firms for the assignment . The COUNTY may elect to competitively select a Professional for a specific and/or specialized project.

## **2.2 PERSONNEL APPROVAL**

The PROFESSIONAL will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this contract to ensure acceptable and timely completion of the Assignment.

Prior to the start of any work under this contract, the PROFESSIONAL must submit to the COUNTY for approval, a detailed resume of key personnel that will be involved in performing services described in the Assignment. If, at any time, the PROFESSIONAL desires to change the key personnel on an active assignment, it shall submit the qualifications of the new personnel to the COUNTY for prior approval. **Key personnel shall include project manager and members of the project management team.** The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.

## **2.3 OTHER CONSULTANTS**

Certain and agreed upon sub-consultant services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the COUNTY.

The PROFESSIONAL acknowledges that the COUNTY has retained other consultants, vendors or other professional services, and the coordination between said consultants and the PROFESSIONAL may be necessary from time to time for the successful completion of the Task Orders. The PROFESSIONAL agrees to provide such coordination as necessary within the Scope of Services and Schedule contained in each authorized Task Order.

## **SECTION 3 – SCOPE OF SERVICES**

The PROFESSIONAL shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, the duties of the PROFESSIONAL shall not be construed to exceed those services specifically set forth herein.

### **3.1 GENERAL**

The PROFESSIONAL agrees to perform those services described in Exhibit A – Scope of Services which is attached hereto and made a part hereof. Services to be provided by the PROFESSIONAL shall be authorized in writing as Task Orders in accordance with Section 3.3 herein.

### **3.2 SPECIAL SERVICES**

The COUNTY and the PROFESSIONAL agree that there may be certain additional services required to be performed by the PROFESSIONAL during the performance of the Task Order that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 3.3 and shall be undertaken only under terms of formal amendments to this Contract.

### **3.3 TASK ORDER PROCEDURE**

The County Administrator or his/her designee may authorize Task Orders for services under this Contract. Task Orders shall be prepared on the form delineated as Exhibit B – Task Order, or other similar form as approved by the County, which is attached hereto and made a part hereof.

3.3.1 Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually.

3.3.2 The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

3.3.3 Task Order information and supporting documentation shall be forwarded to the COUNTY'S Procurement Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the Task Order shall be issued.

3.3.4 Professional fees under each specified Task Orders shall be based on a written proposal from the PROFESSIONAL, as may be requested in writing by the COUNTY'S Designated Representative.

3.3.5 A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this contract.

#### **SECTION 4– COUNTY'S RIGHTS AND REPONSIBILITIES**

4.1 The COUNTY shall perform the duties, described below, in a timely fashion at no cost to the PROFESSIONAL:

4.1.1 Furnish the PROFESSIONAL with existing data, records, maps, mock-ups, scripts, articles, reports, fiscal data and other information that is available in the COUNTY'S files, necessary or useful to the PROFESSIONAL for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the PROFESSIONAL.

4.1.2 Make COUNTY personnel available when required and necessary to assist the PROFESSIONAL. The availability and necessity of said personnel to assist the PROFESSIONAL shall be determined solely at the discretion of the COUNTY.

4.1.3 Examine all reports, submissions, drawings, estimates, proposals, and other documents presented by the PROFESSIONAL and render written decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the PROFESSIONAL.

4.1.4 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.

4.1.5 Give prompt written notice to the PROFESSIONAL whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the PROFESSIONAL's services or becomes aware of any defect or necessary changes in the work of the PROFESSIONAL.

## **SECTION 5 – COMPENSATION**

### **5.1 GENERAL**

Compensation to the PROFESSIONAL for services performed on each Task Order shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

5.2 Lump Sum Method

5.3 Hourly Rate plus Direct Cost Method

The type and amount of compensation for each Task Order shall be described on the Task Order form included in Exhibit B – Task Order Form.

### **5.2 LUMP SUM METHOD**

5.2.1 Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work or other conditions stipulated in the Task Order, and the Task Order is modified and signed by both the COUNTY and PROFESSIONAL to reflect the change(s) by formal amendment to this Contract.

5.2.2 Payment to the PROFESSIONAL for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the PROFESSIONAL and accepted by the COUNTY.

### **5.3 HOURLY RATE PLUS DIRECT COST METHOD**

In its performance of services under a Task Order, compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the PROFESSIONAL, plus direct costs budgeted for reimbursable costs.

#### **5.3.1 DIRECT COSTS**

Direct costs are Sub-Consultant costs and other direct and unit costs. Direct Sub-Consultant costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the PROFESSIONAL while such are engaged directly in the performance of the services under this Contract.

#### **5.3.2. HOURLY RATE SCHEDULE**

A schedule of approved hourly rates currently used by PROFESSIONAL, including its Sub-Consultants by classifications of personnel likely to be employed to perform services under this Contract is contained in Exhibit B - Task Order Form which is attached hereto and made a part hereof. Any revisions to the range of the hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. Any changes to rates in subsequent years will be adjusted by the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers not seasonally adjusted for the percent of change through the month of January of each calendar year. For example, the increase to go into effect on the renewal date of the Contract will be the percent change of increase in the CPI-U series between January 2026 and January 2029. The percent change will be effective on the renewal date.

### **5.3.3 OTHER DIRECT COSTS**

Other Direct Costs include the actual costs for the PROFESSIONAL of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs.

### **5.3.4 EQUIPMENT, MATERIALS AND SUPPLIES**

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder, not included in the PROFESSIONAL'S standard hourly rates, such as: special report or presentation binders. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00 shall be the property of the COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

### **5.3.5 REPRODUCTIONS**

This item includes the identifiable costs of copying, reproducing and printing of reports, submissions, drawings, estimates, proposals, sketches, photographs, correspondence and other documents.

### **5.3.6 COMMUNICATIONS AND SHIPPING**

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

### **5.3.7 TRAVEL AND SUBSISTANCE**

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by Florida Statutes Section 112.061.

### **5.3.8 MISCELLANEOUS**

This item includes any other identifiable project-related costs and expenses incurred by the PROFESSIONAL in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

### **5.3.9 COST LIMITATION**

(1) The total of all Costs actually incurred by the PROFESSIONAL, as determined and defined in this Contract, for services performed under each authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

(2) In the event that the PROFESSIONAL's estimated Costs for the performance of services under a Task Order are forecasted by the COUNTY or PROFESSIONAL to exceed the Cost Limitation indicated in the Task Order, the COUNTY and PROFESSIONAL shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the PROFESSIONAL or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

(3) The COUNTY is not obligated to reimburse the PROFESSIONAL for costs incurred in excess of the Cost Limitation indicated for the Task Order and the PROFESSIONAL shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the PROFESSIONAL and which shall be paid solely by PROFESSIONAL. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the PROFESSIONAL shall continue to perform the required services. The PROFESSIONAL's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the PROFESSIONAL's risk and expense, unless mutually agreeable in writing by the PROFESSIONAL and the COUNTY.

### **5.3.10 TASK ORDER CONTRACT PRICE**

(1) The total Task Order Contract Price for each Task Order consists of the sum of the Cost Limitation and the Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order unless the Contract is terminated in accordance with Section 9, Termination of Contract.

(2) In the event any action or combination of actions taken pursuant to Section 8, Changes in Scope, of this Contract are estimated by the PROFESSIONAL, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Task Order Contract Price shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the PROFESSIONAL or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the PROFESSIONAL of the COUNTY'S notification of changed work, unless the County shall grant a further period of time for such request resolution.

### **5.3.11 PROGRESS PAYMENTS TO THE PROFESSIONAL**

(1) For a Task Order performed under the Lump Sum Method of compensation, the PROFESSIONAL will prepare an invoice accompanied with a narrative statement from the PROFESSIONAL describing the work accomplished by the PROFESSIONAL during the period covered by the invoice.

(2) For a Task Order performed under the Hourly Rate Method of compensation, the PROFESSIONAL shall submit at the end of each monthly period, an invoice of Hourly Costs, incurred in such period plus an increment of the Direct Costs incurred in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the PROFESSIONAL and shall be supported by the PROFESSIONAL's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY'S Designated Representative.

## **5.4 INVOICE PROCESSING**

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt. PROFESSIONAL will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the PROFESSIONAL's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the

PROFESSIONAL the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

## **5.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION**

In the event that a Task Order or this Contract is terminated or canceled, or the PROFESSIONAL's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 9, Termination of Contract.

## **5.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by COUNTY, the PROFESSIONAL shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the COUNTY, the PROFESSIONAL may be entitled to additional compensation. The additional compensation shall be requested by the PROFESSIONAL on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

## **SECTION 6 WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT**

### **6.1 ASSIGNMENT ISSUED**

PROFESSIONAL will submit the initial response to a request for a Scope and Schedule within fifteen (15) business days from the receipt of the scope and schedule. PROFESSIONAL will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the COUNTY for review and approval.

Failure to submit the documentation within the above time shall cause the request for Scope and Schedule to be withdrawn from PROFESSIONAL. The County may seek other firms for the assignment.

### **6.2 WORK COMMENCEMENT**

If approved by the County, the PROFESSIONAL shall commence work on each authorized Task Order within ten (10) days after receipt by the PROFESSIONAL of a written Notice-to-Proceed from the COUNTY'S Designated Representative. If the PROFESSIONAL fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the PROFESSIONAL.

6.2.1 The effective date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

### **6.3 IMPLEMENTATION SCHEDULE**

The PROFESSIONAL and the COUNTY agree to make every effort to adhere to the schedule established for the various Task Orders described in the Assignment.

It shall be the PROFESSIONAL'S responsibility to keep the schedule updated, request extensions when appropriate, and provide reasons for any extension(s). In the event the work of the PROFESSIONAL is delayed due to no fault of the PROFESSIONAL, which delays the completion of any Task Order of the Assignment, the County may approve the extension and the PROFESSIONAL may be entitled to an

appropriate extension of the contract time for the specific Task Order. The County shall not be required to approve any time extension requests.

#### **6.4 FAILURE TO PERFORM**

A performance evaluation may be performed by the County upon completion of the project.

Should the PROFESSIONAL fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Contract in a timely and diligent manner, the COUNTY may not consider the PROFESSIONAL for the next Task Order, consider such failure as justifiable cause to terminate this Contract or may impact future assignments. As an alternative, the COUNTY at its option, may, upon written notice to the PROFESSIONAL, withhold any or all payments due and owing to the PROFESSIONAL, not to exceed the amount of the compensation for the work in dispute, until such time as the PROFESSIONAL resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Contract, or any change orders or supplemental task authorizations issued thereto.

#### **6.5 EXPIRATION**

This Contract shall expire three (3) years after the date of execution of this Contract. This Contract may be extended for two (2) additional one (1) year periods; not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the PROFESSIONAL.

### **SECTION 7 COUNTY'S DESIGNATED REPRESENTATIVE**

#### **7.1 GENERAL**

The County hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designee shall have the following responsibilities:

7.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the PROFESSIONAL and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the PROFESSIONAL.

7.1.2 Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.

7.1.3 Giving prompt written notice to the PROFESSIONAL whenever the COUNTY observes, or otherwise becomes aware of, any defects or necessary changes in the project.

7.1.4. Following the PROFESSIONAL's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

#### **7.2 DESIGNEE**

The County Administrator's designee under a contract resulting from **RFP No. 25-RFP01060/CT for Audio Visual (AV) Design, Installation and Implementation Services for 5th Judicial Circuit Courtrooms** shall be the Chief Procurement Officer or designee.



## **SECTION 8 CHANGES IN SCOPE**

The COUNTY or the PROFESSIONAL may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the PROFESSIONAL'S compensation for any Task Order pursuant to Section 5, Compensation, which are mutually agreed upon by and between the COUNTY and the PROFESSIONAL, shall be incorporated by written formal amendment.

## **SECTION 9 TERMINATION OF CONTRACT**

### **9.1 TERMINATION BY COUNTY FOR CAUSE**

The COUNTY may terminate this Contract for any one or more of the following reasons:

9.1.1 If adequate progress on any phase of the assignment is not being made by the PROFESSIONAL as a direct result of the PROFESSIONAL's failure to perform.

9.1.2 The quality of the services performed by the PROFESSIONAL is not in conformance with commonly accepted standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.

9.1.3 The PROFESSIONAL or any employee or agent of the PROFESSIONAL is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the PROFESSIONAL.

9.1.4 The PROFESSIONAL becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.

9.1.5 The PROFESSIONAL violates the Standards of Conduct provisions of Section 14, Standards of Conduct herein.

9.1.6 In the event of any of the causes described in Section 9.1, the COUNTY'S Designated Representative may send a certified letter to the PROFESSIONAL requesting that the PROFESSIONAL show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the PROFESSIONAL of said show cause notice, the COUNTY may consider the PROFESSIONAL to be in default and may immediately terminate this Contract.

### **9.2 TERMINATION BY PROFESSIONAL FOR CAUSE**

The PROFESSIONAL may cancel this Contract for the following reasons:

9.2.1 The COUNTY fails to meet its obligations and responsibilities as contained in Section 4, COUNTY'S Rights and Responsibilities.

9.2.2 The COUNTY fails to pay the PROFESSIONAL in accordance with Section 5, Compensation.

9.2.3 In the event of either of the causes described in Section 9.2, the PROFESSIONAL may send a certified letter requesting that the COUNTY show cause why the Contract should not be

terminated. If adequate assurances are not given to the PROFESSIONAL within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the PROFESSIONAL may consider the COUNTY to be in default and may immediately terminate this Contract.

### **9.3 TERMINATION BY COUNTY WITHOUT CAUSE**

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Task Order without cause, provided that ten (10) days prior written notice is given to the PROFESSIONAL of the COUNTY'S intent to terminate. In the event that a Task Order is terminated, the COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

### **9.4 PAYMENT IN THE EVENT OF TERMINATION**

In the event this Contract or any Assignment is terminated or canceled prior to final completion, payment for unpaid portion of the services provided by the PROFESSIONAL to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the PROFESSIONAL. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional costs to be incurred by the COUNTY due to such default.

### **9.5 ACTION FOLLOWING TERMINATION**

9.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

9.5.2 In the case of the COUNTY terminating the PROFESSIONAL, the PROFESSIONAL shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, data, records, maps, mock-ups, scripts, articles, reports, fiscal data, and other data and documents that have been obtained or prepared by the PROFESSIONAL in performing the services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the COUNTY.

### **9.6 SUSPENSION**

9.6.1 The performance of the PROFESSIONAL's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the PROFESSIONAL's services hereunder, the COUNTY shall so notify the PROFESSIONAL in writing, such suspension becoming effective upon the date of its receipt by the PROFESSIONAL, and COUNTY shall promptly pay to the PROFESSIONAL all fees which have become due and payable to the PROFESSIONAL to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the PROFESSIONAL for the suspended services unless and until the COUNTY notifies the PROFESSIONAL that the services of the PROFESSIONAL called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the PROFESSIONAL's services hereunder are to be resumed, the PROFESSIONAL shall complete the services called for in this Contract and the PROFESSIONAL shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the PROFESSIONAL under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the PROFESSIONAL under this Contract unless and until the PROFESSIONAL has attained that state of work where the same would be due and payable to the PROFESSIONAL under the provisions of this Contract.

9.6.2 If the aggregate time of the COUNTY'S suspension(s) of the PROFESSIONAL's services under any Task Order of this Contract exceeds sixty (60) days, then the PROFESSIONAL and the COUNTY shall, upon request of the PROFESSIONAL, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the PROFESSIONAL hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the PROFESSIONAL for the balance of the services to be performed hereunder. No increase in compensation to the PROFESSIONAL shall be allowed unless it is based upon clear and convincing evidence of an increase in the PROFESSIONAL's costs attributable to the aforesaid suspension(s).

## **9.7 AVAILABILITY OF FUNDS**

The County's obligations under this contract are subject to the availability of funds lawfully appropriated for its purpose by the governing board of the County. The County shall promptly notify the PROFESSIONAL should funds become unavailable, and in that event the PROFESSIONAL shall be entitled to stop all work until funds become available.

## **SECTION 10 CLAIMS AND DISPUTES/REMEDIES**

### **10.1 CLAIMS AND DISPUTES**

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 10.2 herein.

### **10.2 REMEDIES**

Except as provided in Section 10.1 herein, all claims, disputes and/or matters in question between the COUNTY and the PROFESSIONAL arising out of or relating to this Contract, or the breach of it will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

## **SECTION 11 INDEMNITY AND INSURANCE**

### **11.1 GENERAL**

To the fullest extent permitted by Florida law, the PROFESSIONAL covenants, and agrees that it will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROFESSIONAL and other persons employed or utilized by the PROFESSIONAL in the performance of the contract.

This provision shall survive the expiration or earlier termination of the agreement.

### **11.2 INSURANCE**

The PROFESSIONAL will possess or obtain and continuously maintain the following insurance coverage, from a company authorized to do business in the State of Florida, and will provide Certificates of Insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the PROFESSIONAL's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the COUNTY.

The specific requirements of this Contract have been detailed in **RFP No. 25-RFP01060/CT for Audio Visual (AV) Design, Installation and Implementation Services for 5th Judicial Circuit Courtrooms.** The specific requirements of the RFP must be met to be compliant with this Contract and may include the following:

#### **11.2.1 Worker's Compensation**

The PROFESSIONAL will provide Worker's Compensation for all employees at the site location, and in case any work is sub-contracted, will require the Sub-Contractor to provide worker's compensation for all of its employees. The limits will be statutory for Worker's Compensation and \$500,000 for Employers' Liability.

#### **11.2.2 Comprehensive General Liability**

The PROFESSIONAL will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

#### **11.2.3 Comprehensive Automobile Liability**

The PROFESSIONAL will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.

#### **11.2.4 Professional Liability Insurance**

Annual Professional Liability Insurance will be maintained with coverage in an amount of not less than \$1,000,000 that protects the PROFESSIONAL to the statutory limits applicable to Professional Liability.

Said Professional Liability Insurance shall provide for all sums which the PROFESSIONAL shall be obligated to pay as damages for claims arising out of service performed by the PROFESSIONAL, or any person or Sub-Contractor employed by the PROFESSIONAL, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one (1) year after completion of the construction and acceptance of the facilities designed by the PROFESSIONAL under the scope of this Contract including any amendment thereto.

#### **11.2.5 Certificates of Insurance**

The PROFESSIONAL shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Procurement Department  
15470 Flight Path Drive  
Brooksville, FL 34604

with information copied to the County Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the PROFESSIONAL has obtained insurance of the type, amount and classification required by these provisions.

### **SECTION 12 NEGOTIATION DATA**

12.1 The PROFESSIONAL hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the PROFESSIONAL's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the PROFESSIONAL's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

### **SECTION 13 OWNER OF DOCUMENTS**

13.1 It is understood and agreed that all documents, including detailed reports, original drawings, data, records, maps, mock-ups, scripts, articles, reports, fiscal data, and all other data other than working papers, prepared or obtained by the PROFESSIONAL in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the PROFESSIONAL. The PROFESSIONAL shall retain reproducible copies of all documents for its files at direct reimbursable cost. All Documents including drawings prepared by the PROFESSIONAL pursuant to this Contract are instruments of service related to the services described in the Assignment.

Any reuse without written verification or adaptation by the PROFESSIONAL for the specific purpose intended will be at COUNTY'S sole risk and without liability or legal exposure to the PROFESSIONAL; and

the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the PROFESSIONAL from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the PROFESSIONAL will entitle the PROFESSIONAL to further compensation at rates to be agreed upon by the COUNTY and the PROFESSIONAL.

Any documents given to or prepared or assembled by the PROFESSIONAL and its sub-contractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The PROFESSIONAL may maintain copies of all work performed under this Contract for the COUNTY.

The PROFESSIONAL shall not publish any information concerning this project without the prior written consent of the COUNTY.

The provisions of this article shall survive the termination of this contract.

## **SECTION 14 STANDARDS OF CONDUCT**

### **14.1 PROFESSIONAL EMPLOYEES**

The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Contract and that the PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

### **14.2 PROFESSIONAL COMPLIANCE WITH LAWS**

The PROFESSIONAL shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

### **14.3 CONFLICT OF INTEREST**

The PROFESSIONAL hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the PROFESSIONAL, or any interest in property which the PROFESSIONAL may have. The PROFESSIONAL further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Section 9.1.

### **14.4 REMOVAL OF EMPLOYEE**

The COUNTY is empowered to require the PROFESSIONAL to remove any employee or representative of the PROFESSIONAL from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the PROFESSIONAL in writing of the COUNTY'S objections prior to the PROFESSIONAL'S removal of any employee or representative.

## **14.5 PUBLICATION**

The PROFESSIONAL shall not publish any documents or release information to the media without prior approval of the COUNTY.

## **SECTION 15 ACCESS TO RECORDS/AUDIT**

### **15.1 RECORDS MAINTENANCE**

The PROFESSIONAL shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All-time records and cost data shall be maintained in accordance with generally accepted accounting practices. The PROFESSIONAL shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of PROFESSIONAL's books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY'S expense.

### **15.2 ACCESS TO RECORDS**

The PROFESSIONAL shall maintain and allow access to the records required under this Section 15 for a period of three (3) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 9, Termination of Contract, herein.

## **SECTION 16 ASSIGNABILITY**

16.1 The PROFESSIONAL shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the PROFESSIONAL from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

## **SECTION 17 CONTROLLING LAWS**

17.1 The parties agree that the laws of the State of Florida shall govern any dispute arising out of or related to this Contract. Venue for any dispute, claim or action arising out of, or related to, this Contract shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida. The parties to this Contract agree that venue shall lie only in the state courts located in Hernando County, Florida. Any legal proceeding brought in connection with disputes relating to or arising out of this Contract will be filed and heard in Hernando County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Litigation in federal court is precluded by Contract of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

## **SECTION 18 FORCE MAJEURE**

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostile revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

## **SECTION 19 INDEPENDENT CONTRACTOR**

19.1 The PROFESSIONAL shall be legally considered an independent contractor and neither the PROFESSIONAL, its employees nor sub-contractors shall, under any circumstances, be considered servants or agents of the COUNTY; and the COUNTY shall at no time be responsible for any negligence or other wrongdoing by the PROFESSIONAL, its servants, agents, employees or subcontractors.

## **SECTION 20 SEVERABILITY**

20.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed stricken, and such holding will not affect the validity of the remaining portion thereof.

## **SECTION 21 NO WARRANTY BY THE COUNTY**

21.1 Approval by the COUNTY of any of the PROFESSIONAL's work, including but not limited to drawings, design specifications, written reports, or any work products furnished hereunder, shall not relieve the PROFESSIONAL of responsibility for the technical accuracy and adequacy of work under this Agreement. Neither the COUNTY's approval or acceptance, or payment for any services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

## **SECTION 22 MODIFICATIONS**

22.1 This Agreement may only be amended or modified by mutual consent of duly authorized parties, in writing, through the issuance of a modification to this Agreement or purchase order as appropriate.

## **SECTION 23 NOTICES**

23.1 All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.



## SECTION 24 EXTENT OF CONTRACT

24.1 This Contract, together with the **Request for Proposals No. 25-RFP01060/CT for Audio Visual (AV) Design, Installation and Implementation Services for 5th Judicial Circuit Courtrooms** issued August 6, 2025, the proposal submitted on September 22, 2025 by PROFESSIONAL, and the Exhibits hereinafter identified and listed in this section, constitute the entire Contract between the COUNTY and the PROFESSIONAL and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented, or modified by a formal amendment or change order to this Contract.

The RFP shall be included and incorporated in the final award. The contractual order of precedence will be the Agreement and the Exhibits supplemental to and made a part of this Contract as follows:

- Exhibit A: Scope of Services
- Exhibit B: Task Order Form
- Exhibit C: Hourly Rate Schedule
- Exhibit D: Truth in Negotiation Form
- Exhibit E: Insurance Certificate

**[Remainder of Page Intentionally Left Blank]**

## Exhibit A – Scope of Work

### Project Background Information

- A. The Hernando County Board of County Commissioners is seeking an Authorized Crestron Dealer or equivalent to provide an Audio Video solution for 2 existing courtrooms (Courtrooms D and E), to replace existing older equipment.
- B. CURRENT SYSTEM CONFIGURATION - Courtrooms D and E each have a self-contained analog audio system with limited video routing options that are mobile.

Problem, challenge or issue, and desired outcome(s).

The scope of services includes the removal of the old system, design and build the new system to include: purchase of new equipment, configuration, programming and installation of a network-based audio /video distribution and control system in two (2) existing courtrooms to facilitate all court proceedings including, but not limited to functionality for evidence presentation, video conferencing, video remote interpreting, and telephonic hearings, as well as providing clear audio to all locations in Courtroom. This includes providing audio and/or video streams to and from various courtroom locations, court recording systems, media feed connections, and any additional endpoints as required by the court.

This work is expected to integrate seamlessly with the four (4) brand new courtrooms in the Hernando County Courthouse in both equipment and programming. The work is to be completed in cooperation with Fifth Circuit Court Technology staff to ensure 100% interoperability with existing equipment and configurations with matching programming to ensure circuit wide standardization of installed devices and support methodology as well as match the Hernando Board of County Commissioners' Chambers. Such work shall deliver a turnkey solution.

### Performance Requirements-Responsibilities

#### **The Vendor/Contractor will provide:**

- A. Equipment, installation labor, programming, cabling, necessary hardware, and configuration required for the system to meet the above specifications and requirements unless explicitly specified as provided by the County.
- B. Coordination with Fifth Judicial Circuit Court technology staff and other staff as well as with Hernando County technology staff.
- C. Vendor/Contractor provided equipment which may include, but is not limited to microphones, speakers, mixers, amplifiers, podium furniture, video conference

## Exhibit A – Scope of Work

codecs, document cameras, projectors, LCD displays, touchscreens, control processors, video matrix processors, cameras, wireless display bridge, cabling, patch panels, floor boxes, mounting hardware, IP audio bridges, and IP video bridges.

- D. Supplying all network equipment and hardware.
- E. Six (6) Structured cabling cross connect cables between AV Rack and Enterprise rack per courtroom.
- F. Twenty-four (24) strands single mode fiber between room 140 and room 242.
- G. Three (3) Enterprise drops in courtroom locations. (Tables and primary podiums.)
- H. All network equipment and cabling must adhere to **Fifth Judicial Circuit Court AV Network Standards**.
- I. At the conclusion of the project, complete as-built wiring diagrams in AutoCAD and PDF format, all component configuration files, cable test certification results, training on operation, troubleshooting for \_\_\_\_\_(duration), as well as uncompiled programming files.

### County-Responsibilities

The Fifth Judicial Circuit Court will be responsible for:

- A. Configuration of required network switches, routers, and firewalls. (See **Fifth Judicial Circuit Court AV Network Standards**.)
- B. Oversight and approval for all aspects of the installation and design.

### Technical Specifications for the New AV System

#### A. General Specifications

A.

1. Audio processing is to be facilitated by a full featured, network capable audio mixer with Multi-channel AEC capability, matrix processing, IP telephony, as well as analog, digital, and network audio connectivity.
2. Audio is to be distributed via the DANTE or equivalent network protocol wherever feasible and bridged appropriately as needed for connections to analog equipment (e.g., Microphones, hearing assist devices, telephony, etc.)

## Exhibit A – Scope of Work

3. Each Courtroom will have a dedicated QSC Q-Sys Audio Processor or equivalent to drive all aspects of audio routing and processing for that room.
4. Each Courtroom will have gooseneck microphones for Judge, Witness, 4 Attorney locations, and the podiums. There will be 2 hanging microphones for the Jury and a minimum of 2 for the Gallery. Additionally, a low-profile boundary style microphone located on top of judge's bench for sidebar.
5. Additionally, each Courtroom will have an integrated Shure or equivalent ceiling array microphone. The ceiling array microphone shall feature the ability to limit coverage to a specific area while rejecting pickup of sounds in other areas. Ceiling array microphones shall be recessed into lay in ceiling or hard deck to provide minimum 20ft by 20ft coverage area to include entire well area as well as Judges bench, Jury box, and all attorney tables. Ceiling array microphones shall be only routed to recording system and codec.
6. In-room audio reinforcement is to be accomplished via an amplifier capable of providing a minimum of 70 watts each to 4 or more channels and 4 or more zones of overhead and/or spot speakers. Each Courtroom will have 4 zones of flush mount in-ceiling speakers for the Judge, Jury, Well, and Gallery. Speaker quantities may vary by room depending on coverage area needed.
7. Each Courtroom will have a Williams AV assisted listening system or equivalent with ten (10) rechargeable stethoscope-style IR receivers and a charging station. This system is also capable of sending audio via Wi-Fi to free android and iOS applications so participants can stream audio using personal devices (phone, tablet, etc.)
8. Each Courtroom should have a paging system with one desktop microphone that will seamlessly integrate with the existing 70v system. In areas where there is no current system, additional speakers and amplifiers may be required.
9. Each Courtroom shall include a DANTE or equivalent routable court recorder / transcriptionist location near the front of the judge's bench or podium with headphone connections
10. Each Courtroom should include an interpreter station at the podium allowing 2-way communication to Limited English Proficiency (LEP). Headphone and mic set to be provided by integrator

## Exhibit A – Scope of Work

11. Video is to be distributed by standards based, modern, bandwidth efficient network protocols (e.g., h.264, h.265) as appropriate and bridged appropriately for connections to video input/output devices. Video must be capable of streaming 1080p30 via 1 Gbps link.

### B. Video Routing and Processing

#### A.

1. Primary AV switching and transport in all rooms will be via the Crestron NVX AV or equivalent over IP system. Each Courtroom will have two (2) programable multi-view processors, one for recording and media feeds and one as the input to the video conferencing system. This will allow selection of any combination of cameras and presentation content to be displayed.
2. End user accessible HDMI and USB-C Audio and Video input connections to be available at all attorney tables and podium locations with tabletop mounted pass through or termination points. A floor box at each of these locations is to be installed to provide power and connectivity as needed.
3. AV Sources in each Courtroom will include at the minimum:
4. HDMI and USB-C retractors in attorney tables
5. HDMI and USB-C connections in Podium
6. Blu-Ray Player or equivalent in Podium
7. Document camera in Podium
8. Wolfvision Cynap device or equivalent that provides audio and video switching and wireless presentation capability at primary podium location or equivalent. Device must have two (2) network connections and capable of network isolation.
9. Poly G7500s videoconferencing system
10. Video – Displays
11. Each Courtroom will have a minimum of three (3) 75” Displays or larger. AV Integrator will coordinate exact display location and mounting specification during programming meetings.
12. Video – Camera Systems

## Exhibit A – Scope of Work

13. Each Courtroom will have four (4) Pan, Tilt, and Zoom (PTZ) cameras to cover Judge, Witness, and both Attorney tables. All camera mounting locations to be approved by 5<sup>th</sup> Circuit Court prior to installation.
14. Cameras will be controllable from a touch panel.
15. Video – Recording
16. Each Courtroom will have a DANTE or equivalent Virtual Soundcard license to send eight (8) channels of audio to the ECR recording computer. They will also have an H.264 video encoder to send the recording Multiview feed to the recording computer
17. Cabling for Blue Recording light.
18. Control – Processing
19. Each Courtroom will have a Crestron control processor or equivalent as well as a three (3) year license of XIO Cloud or equivalent for monitoring and management.
20. Control - Interfaces
21. Each Courtroom will have a 10” touch panel on the judge’s bench and on the podium for presentation source selection. Touch panels will have a custom user Interface, and the 5th Circuit Court Information Technology teams will review and sign off on the UI design prior to deployment.
22. All integrator-specified or substituted equipment must be validated and approved by Fifth Circuit Court Information Technology staff prior to proposal acceptance.
23. Each Courtroom will have media feed wall plate inside the room. This plate will have an Serial Digital Interface (SDI) feed from the courtroom AV system as well as XLR Audio. Additionally, the integrator will provide fiber optic connections to an exterior location. Including a direct SDI run from the courtroom wall plate to the exterior location so media agencies can send their camera directly to their truck. It will also be required to send a courtroom quad feed with audio to exterior location.
24. All Contractor proposed structural mounting locations and electrical requests must be validated and approved by County Facilities staff prior to proposal acceptance.

## Exhibit A – Scope of Work

### C. Project Components

#### A.

##### 1. Infrastructure

- a. Power outlets and Core Drilling to be provided by County Facilities at Contractor and Fifth Circuit Court agreed to locations. Additional electrical circuits may be required for load handling. Dedicated Category 6 plenum rated structured cabling to be provided at all applicable locations.
- b. Each data location cabled to provide at minimum one (1) spare Category 6 cable after the connection of any existing or installed equipment at that location.
- c. All connections to be sequentially ordered and labeled clearly.
- d. All data connections to be certified to the Category 6 standard, certification report to be delivered to 5<sup>th</sup> Circuit Court.
- e. Data connections for attorney tables and podium locations are to be mounted in a subfloor enclosure. All locations to be field verified by Information Technology staff prior to core drilling.
- f. Accessible pathways maintained (conduit and floor or wall boxes) for future technological improvements
- g. All network equipment needed to support the installed AV equipment.
- h. Video and power access plates to be installed in Attorney tables, Conference Tables, and podiums.
- i. Podiums to be provided by integrator with room matching millwork.
- j. Each courtroom will have two (2) Millers Radius Series Lecterns or current equivalent series. One Lectern will be configured as an inmate podium with only a microphone built in. The Primary Lectern will have a cutout for touch panel, cable cubby, power outlets, document camera drawer, rack section, Blu-ray player, keyboard /mouse drawer, UPS backup, and LED Light.
- k. Primary Podium will be connected with a color-coded snake for easy removal and re-connection when necessary. Wood finish options will

## Exhibit A – Scope of Work

be submitted to the owners' representatives for approval prior to ordering

- l. All IP addressing scopes and designs are to be coordinated with Fifth Circuit Court Information Technology staff to ensure no conflicts with existing customer IP space prior to configuration.
- m. All four (4) post Racks and rack mounted equipment for audio video infrastructure to be installed. All four (4) post racks should have casters installed.

### B. Courtroom requirements

#### A.

##### 1. Video inputs

#### A.

##### 1.

- a. User accessible inputs to facilitate HDMI and USB-C connections at the attorney tables
- b. User accessible inputs to facilitate HDMI and USB-C connections at the podium
- c. Document camera at podium
- d. Blu-ray/DVD player at podium
- e. Cameras that record the entirety of the courtroom excluding the Jury box area
- f. Wireless display bridge
- g. Video Conferencing endpoint

##### 2. Video Outputs

#### A.

##### 1.

- a. Permanently fixed displays 75" or larger (Minimum 3)
- b. Personal monitor for Judge (32") (To be included on an as needed basis). Infrastructure shall be wired in all courtrooms



## Exhibit A – Scope of Work

- c. Court recording system
- d. Available output for mobile display cart
- e. Video Conferencing endpoint
- f. Media feed
- g. Available output for mobile display cart in Jury Deliberation Room

### 3. Audio Inputs

#### A.

##### 1.

- a. Judge Mic
- b. 2X Witness Mic
- c. Left Attorney Mic 1
- d. Left Attorney Mic 2
- e. Right Attorney Mic 1
- f. Right Attorney Mic 2
- g. Sidebar Mic
- h. 2X Left Gallery Mic
- i. 2X Right Gallery Mic
- j. Jury Mic 1
- k. Jury Mic 2
- l. Playback
- m. 2X Podium 1
- n. 2X Podium 2
- o. Telephony in
- p. Video Conference in
- q. Interpreter in
- r. LEP in

## Exhibit A – Scope of Work

- s. Clerk Mic
- t. Ceiling Array Mic

### 4. Audio Outputs

#### A.

##### 1.

- a. Court Recording Channel 1
- b. Court Recording Channel 2
- c. Court Recording Channel 3
- d. Court Recording Channel 4
- e. Court Recording Channel 5
- f. Court Recording Channel 6
- g. Court Recording Channel 7
- h. Court Recording Channel 8
- i. Court Recording Backup to be 8 Channels
- j. Judge PA (To Amplifier Zone 1)
- k. Well PA (To Amplifier Zone 2)
- l. Jury PA (To Amplifier Zone 3)
- m. Gallery PA (To Amplifier Zone 4)
- n. Hearing Assist CH1
- o. Hearing Assist CH2
- p. Defendant Headphone
- q. Interpreter Out
- r. Media Feed
- s. Telephony out
- t. Court Reporter
- u. Video Conference out

## Exhibit A – Scope of Work

### 5. Control system

#### A.

##### 1.

- a. Full featured touch panel control surface at Judge's bench.
- b. Limited featured touch panel control surface at podium location.
- c. Web based control capability served from the control processor.
- d. Modern, intuitive panel design, graphics and UI layout required.
- e. Control processor fully programmed and configured to operate all functions of the audio/ video system on demand including volume, audio routing, video routing, VoIP dialing, video dialing, and camera control.
- f. Control system capabilities, restrictions, and UI design must seamlessly match with existing courtrooms to maintain consistency in documentation and operational processes and will need to be validated by Fifth Circuit Technology staff prior to implementation.

#### E. Media Feed

##### A.

1. Audio and video outputs to an external location to provide access for the media. HD-SDI output preferred.
2. Pass through audio and video pathways to above location from the Courtroom for connection of media supplied equipment during in room media coverage.

F. Shipping - all equipment and materials are to be shipped F.O.B. Destination: Hernando County Courthouse, 20 N. Main Street, Room 217, Brooksville Florida, 34601.

G. Future courtroom A/V upgrade project work will be assigned utilizing Task Orders.

### 6.6. PERFORMANCE BOND AND PAYMENT BOND:

#### A. Payment and Performance Bond:

1. In accordance with Florida Statutes, Section 255.05(1)(a), a Performance and Payment Bond is required of anyone entering into a formal contract for the construction or repair of a building or public works project that exceeds

## Exhibit A – Scope of Work

\$200,000. Accordingly, if the amount on the project assignment by the awarded bidder exceeds \$200,000.00, a Payment and Performance Bond will be required in the amount of the awarded bidder's project assignment or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any project assignment resulting from this contract. No work shall be done prior to the delivery of a Payment and Performance Bond meeting the requirements of this Section to the County. Performance and Payment Bond issued in a sum equal to one hundred percent (100%) of the total awarded project amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. This bond will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting project and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such project.

2. The County reserves the right to waive the requirement at any time for any project assignment of \$200,000.00 or less.
  - a. In the event that the awarded project assignment amount is less than \$200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the County if at any time, for any reason, including but not be limited to increased quantities, the value of the project assignment exceeds \$200,000.00 as determined by the County. Such bond shall be acquired and delivered to the County within fifteen (15) days of notice from the County that a bond is required. Upon notice from the County that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the County.
3. If, within fifteen (15) calendar days after notification by the County of the County's intent to award a project, the successful Bidder refuses or otherwise fails to furnish the required performance and payment bond, the amount of the Bidder's bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his bid security or as a defense to any action based

## Exhibit A – Scope of Work

upon the neglect or refusal to furnish the required performance and payment bond.

4. The surety company must provide an Increase Rider to the Performance and Payment Bond or execute the Consent of Surety and Increase of Penalty form provided by the County if the project is increased by change order.

IN WITNESS WHEREOF, the COUNTY and the PROFESSIONAL have executed this Contract to become effective on the day and year first written above.

PROFESSIONAL:

\_\_\_\_\_  
Witness

DocuSigned by:  
*Todd Austin*  
3491EDBA8F6E441...  
\_\_\_\_\_  
Print Name: Todd Austin  
Title: CEO \_\_\_\_\_

COUNTY:  
Hernando County Board of County  
Commissioners

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Jerry Campbell, Chairman



Exhibit "C"  
Hourly Rate Schedule

<b>Position Title</b>	<b>Total Hourly Rate</b>
Senior AV System Designer	\$125.20
AV System Designer	\$116.62
Lead Installation Technician	\$144.47
Installation Technician	\$133.85
Foreman	\$144.47
Installer	\$133.85
Helper	\$123.20
Senior AV System Programmer	\$204.67
Programmer	\$196.08



Exhibit "D"  
Truth in Negotiation Form

Per FS 287.055 (5) (a): For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017 Category Four.

The Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to the date of final billing or acceptance of the work by the Department, whichever is later.

Clark Productions Inc.

Name of Firm



Vice President

Authorized Signature

Title

February 2, 2026

Date

Exhibit "E"  
Insurance Certificate

[To Be Inserted]